

1  
2 BILL NO. R-74-10- 12

3 RESOLUTION NO. R- 86-74

4 A RESOLUTION authorizing the City of Fort Wayne to enter into  
5 a contract with Historic Fort Wayne, Inc. and Allen County-  
6 Fort Wayne Historical Society, Inc., for the construction,  
development, operation and ownership of "Old Fort Wayne".

7 WHEREAS, the City of Fort Wayne intends to enter into a contract for the  
8 construction, development, and operation of "Old Fort Wayne" by Historic Fort Wayne,  
9 Inc., with assistance from the Allen County-Fort Wayne Historical Society, Inc.; and

10 WHEREAS, the City will develop visitor off-street parking for "Old Fort  
11 Wayne" at its Street Department Garage on North Clinton Street, and will landscape  
12 and develop its land on the West side of St. Mary's River; and

13 WHEREAS, the City will become the owner of said "Old Fort Wayne"  
14 following its construction and development, by receiving a deed for same from  
15 Historic Fort Wayne, Inc., with the agreement that said Historic Fort Wayne, Inc.,  
16 will lease the same from the City for an initial ten (10) year period following com-  
17 pletion of construction with a renewal option of ten (10) years; and

18 WHEREAS, all parties are desirous of entering into a written contract  
19 covering all aspects of the project so that each will be fully apprised of its respon-  
20 sibilities in the development, construction, and operation of "Old Fort Wayne".

21 NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE  
22 CITY OF FORT WAYNE, INDIANA:

23 That the City of Fort Wayne, by and through its Mayor, be and it hereby  
24 is authorized to enter into a contract with Historic Fort Wayne, Inc. and Allen County-  
25 Fort Wayne Historical Society, Inc. for the construction, development, operation and  
26 ownership of "Old Fort Wayne", with a conveyance of said Project after completion of  
27 construction to the City and a lease of the same by Historic Fort Wayne, Inc., for an  
28 initial ten (10) year period with an option to renew for ten (10) additional years, all  
29 as more particularly set forth in said Contract, which is on file in the Office of Com-  
30 munity Development and Planning, and is by reference incorporated herein and made  
31 a part hereof.  
32  
33  
34  
35

APPROVED AS TO FORM  
AND LEGALITY.

Red 56  
CITY ATTORNEY

John E. ...  
Councilman

Read the first time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Regulations (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 10/8/74

Charles W. Talarico  
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage. Passed ~~UNANIMOUSLY~~ by the following vote:

	AYES <u>7</u>	NAYS <u>0</u>	ABSTAINED <u>1</u>	ABSENT <u>1</u> to-wit:
BURNS	_____	_____	<u>X</u>	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	_____	_____	_____	<u>A</u>
MUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 10-22-74

Charles W. Talarico  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. R-86-74 on the 22nd day of Oct., 1974.

ATTEST: (SEAL)

Charles W. Talarico  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of October, 1974, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Talarico  
CITY CLERK

Approved and signed by me this 23rd day of October, 1974, at the hour of 3:00 o'clock P.M., E.S.T.

Mayor  
MAYOR

Bill No. R-74-10-12

REPORT OF THE COMMITTEE ON REGULATIONS

We, your Committee on Regulations to whom was referred ~~XXXXXXXXXX~~

a Resolution authorizing the City of Fort Wa-ne to enter into a contract with  
Historic Fort Wayne, Inc. and Allen County-Fort Wayne Historical Society, Inc.,  
for the construction, development, operation and ownership of "Old Fort Wayne".

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance ADO PASS.

John Nuckols - Chairman

Vivian G. Schmidt - Vice-Chairman

William T. Hinga

Paul M. Burns

Donald J. Schmidt

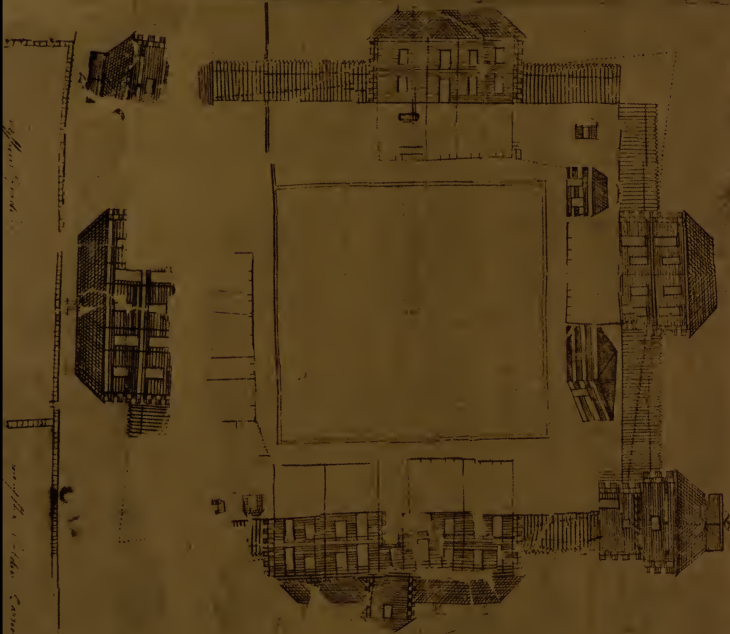
*John Nuckols*  
*Vivian G. Schmidt*  
*William T. Hinga*

*DJ Schmidt*

CONCURRED IN

DATE 10-22-74 CHARLES W. WESTERMAN, CITY CLERK

Be/wh



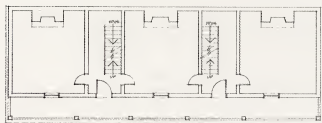
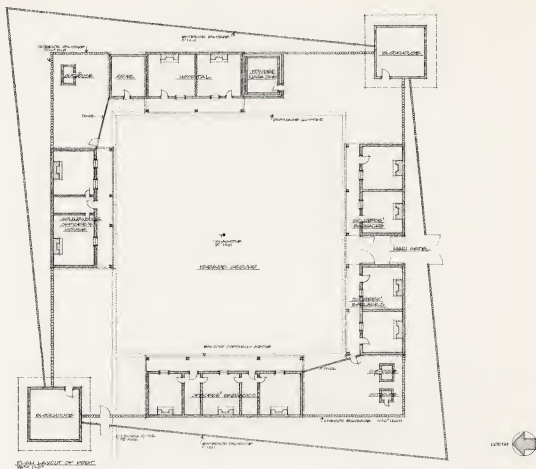
Historic Fort Wayne



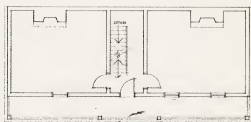




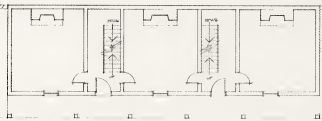




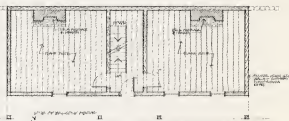
SECOND FLOOR EAST



#### APPENDIX 1

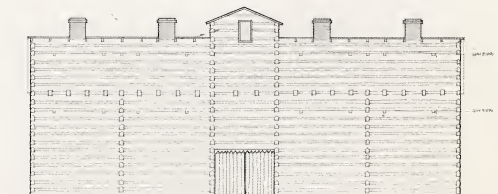
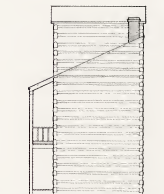
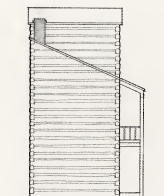
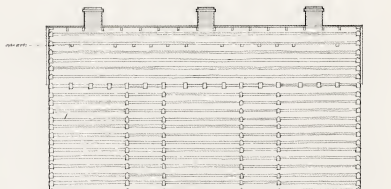
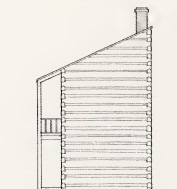
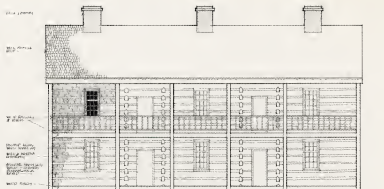
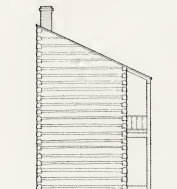


NOT IN PLAN  
CYCLES' MANAGERS



REPLY: 5/2/95 PLANNED.  
 REPLY: 5/2/95 PLANNED.  
 REPLY: 5/2/95 PLANNED.





THE RECONSTRUCTION OF  
HISTORIC FORT WAYNE  
Fort Wayne, Indiana

LOCATION OF PARKING FACILITIES

The original site of historic Fort Wayne not being available, a decision has been made for locating the reconstruction a short distance to the northeast, between the St. Mary's River and Spy Run Avenue. Property has been purchased and planning begun for the development of a fully interpreted historical site at this location.

A positive visitor experience for developments such as this no doubt begins some distance from the attraction itself. The relationship for most visitors is automobile oriented and the efficiency and/or convenience of arrival must recognize the sphere of influence that the automobile bound visitor is subject to.

The preparation for visiting has its transition in the parking facilities that must be provided. While this may suggest a seemingly inappropriate emphasis on car storage, it should be recognized that the large majority of visitors will reach Historic Fort Wayne in this manner. It is, therefore, important that the experience of visiting is preceded by the concern for the experience in parking.

Numerous possible parking areas within an accepted walking radius of the developed site have been reviewed and compared against the requirements that best fit the intended function of the historic attraction. The following points led to the conclusion that the City owned parcel across the river as the site best suited for parking.

Once the prospective visitor has entered the City of Fort Wayne he must find his way into the center of the City, itself. This first step is eased by the simple fact that the Historic Fort Wayne development occurs adjacent to the major north/south routes through the City. Identification of the attraction, in this case, is simply a graphics problem that must coordinate the identification of the attraction with the signage system of both the City and the State Highway Department. This will conveniently place the visitor "in the proper area".

A second level of arrival occurs when the visitor is required to locate space for his automobile. This too is a graphics problem for the "super block" of Clinton Street

southbound, Spy Run northbound, Fourth Street on the north edge and Superior Street on the south edge must be clearly identified as the arrival zone. Once the visitor recognizes that the Historic Fort Wayne development is sited within the loop of these four streets, he then will look for a convenient parking area.

The opportunity to locate parking as close into an attraction as possible is often self-defeating in that the area for parking can have an adverse affect on the illusion one is trying to create. Efforts to minimize this closeness often result in distances that are beyond an accepted walking distance. However, there is an opportunity to relate parking in very close proximity to the Fort site without having it be a detraction. This becomes far more significant when that proximity is interrupted by a natural barrier or transition which is historically an important element of a military fortification. This transition, the St. Mary's River, offers the visitor an exciting arrival experience, that is of moving from the parking lot to a point of orientation then over a bridge which essentially leaves the present behind as one enters the past.

Other parking sites considered would require crossing main arteries of traffic and, therefore, significantly reduce the impact that is gained by crossing the river and doing it in so convenient a manner.

It should be emphasized that the steps leading up to this are dependent as previously mentioned on a well coordinated graphics program. This would allow the visitor to make the correct decisions at the proper points to allow him to reach the site in the most efficient manner.

In reviewing the site requirements for parking location, it becomes obvious that the City owned site between Barr and Clinton Streets is ideally located for a) bringing the visitor within close proximity of the attraction, b) having sufficient capacity for normal load, c) occurring within the roadway framework that allows the parking area to be easily identified, d) being in proper relationship to the attraction that allows a transition of time and place to occur.

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1974, by and between CITY OF FORT WAYNE, STATE OF INDIANA, HISTORIC FORT WAYNE, INC., an Indiana Non-Profit Corporation, and ALLEN COUNTY-FORT WAYNE HISTORICAL SOCIETY, INC., an Indiana Not-for-Profit Corporation;

### WITNESSETH THAT:

WHEREAS, Historic Fort Wayne, Inc. has raised substantial sums of money for the reconstruction of Old Fort Wayne; and

WHEREAS, Historic Fort Wayne, Inc. has contracted with Strauss Associates, Inc., Architects, of Fort Wayne, Indiana, and Johnson, Johnson & Roy, Historical Architects, of Ann Arbor, Michigan, as architects for the design and reconstruction of Old Fort Wayne; and

WHEREAS, Historic Fort Wayne, Inc. has clear, fee simple title to certain real estate, described hereinafter, which is the proposed location of the reconstructed Old Fort Wayne; and

WHEREAS, Historic Fort Wayne, Inc. expects to begin construction on Old Fort Wayne in the latter part of 1974; and

WHEREAS, Allen County-Fort Wayne Historical Society is the owner of priceless artifacts and research materials relating to Old Fort Wayne and its historical period; and

WHEREAS, The City of Fort Wayne, through its various departments including the Park Department, desires to assist in the development of the overall project of recreating Old Fort Wayne and its approaches;

IT IS THEREFORE AGREED BY and between the parties as follows:

1. Historic Fort Wayne, Inc. will reconstruct completely Old Fort Wayne including the bridge or other means of access according to the schematic plan, a copy of which schematic plan is attached hereto, marked "Exhibit A" and made a part hereof. Provided that at the present time no Visitor's Center as indicated on the schematic plan will be built but Historic Fort Wayne, Inc. will build a ticket booth adequate to handle the anticipated number of visitors. Historic Fort Wayne, Inc. and its agents shall retain full authority and control over bids, methods of construction, time of construction and

completion, the selection of contractors and subcontractors, and all other matters relating to the construction and completion of said Fort.

The City of Fort Wayne grants to Historic Fort Wayne, Inc. during the period necessary to reconstruct Old Fort Wayne a temporary easement to use the real estate owned by the City and located within the Fort construction site as shown by "Exhibit A" herein. Such City owned real estate includes the following:

Lots 12, 13, 14, 15, 16, 17, 18, 20 and 21  
in Eliza C. Bossler's Subdivision to the City  
of Fort Wayne; Lots 3 and 4 in Bossler's Addition  
to the City of Fort Wayne; Bossler Avenue, River  
Street, alleys and all riverbank areas located within the  
Fort project site.

The City agrees that it will assist in the vacation of street and alleys as necessary.

2. The City of Fort Wayne will develop the area presently known as the City Street Department Garage on North Clinton Street, as a parking area to serve Fort visitors, the legal description of which real estate is as follows:

Lot 4, Eliza Hanna Sr's Subdivision of Jail Flats.

3. The City of Fort Wayne will complete all landscaping and site development on the west side of the river, on land owned by the City, and on the real estate described in Paragraph 2 above, according to plans and specifications as jointly developed by the City of Fort Wayne, Strauss Associates, Inc., and Johnson, Johnson & Roy.

4. The City of Fort Wayne and its agents shall retain full authority and control over bids, methods of construction, time of construction and completion, the selection of contractors and subcontractors, and all other matters relating to the constructions it agrees to undertake herein.

5. The completion of projects by Historic Fort Wayne, Inc. and the City of Fort Wayne shall be coordinated according to a schedule of completion devised by the City of Fort Wayne and Strauss Associates, Inc.

6. Upon completion of Old Fort Wayne and the bridge (or other means of access) portion of Exhibit A, which date shall be determined by a certificate of acceptance and completion signed by Historic Fort Wayne, Inc., Strauss Associates, Inc., Historic Fort Wayne, Inc. will donate and convey the completed Fort and bridge and the real estate comprising the Fort site, the legal description of which is as follows:



completion, the selection of contractors and subcontractors, and all other matters relating to the construction and completion of said Fort.

The City of Fort Wayne grants to Historic Fort Wayne, Inc. during the period necessary to reconstruct Old Fort Wayne <sup>the property owned to be the</sup> the real estate owned by the City and located within the Fort construction site as shown by "Exhibit A" herein. Such City owned real estate includes the following:

Lots 12, 13, 14, 15, 16, 17, 18, 20 and 21  
in Eliza C. Bossler's Subdivision to the City  
of Fort Wayne; Lots 3 and 4 in Bossler's Addition  
to the City of Fort Wayne; Bossler Avenue, River Street,  
alleys and all riverbank areas located within the  
Fort project site.

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4. The City of Fort Wayne and its agents shall retain full authority and control over bids, methods of construction, time of construction and completion, the selection of contractors and subcontractors, and all other matters relating to the constructions it agrees to undertake herein.

5. The completion of projects by Historic Fort Wayne, Inc. and the City of Fort Wayne shall be coordinated according to a schedule of completion devised by the City of Fort Wayne and Strauss Associates, Inc.

6. Upon completion of Old Fort Wayne and the bridge (or other means of access) portion of Exhibit A, which date shall be determined by a certificate of acceptance and completion signed by Historic Fort Wayne, Inc., Strauss Associates, Inc., Historic Fort Wayne, Inc. will donate and convey the completed Fort and bridge and the real estate comprising the Fort site, the legal description of which is as follows:



Lots 6, 7, 8, 9, 10 and 11 in Eliza C. Bossler's Subdivision; Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Bobilya's Subdivision; Lots 5, 6, and 7 in Bossler's Addition,

(All of the foregoing Additions are in the City of Fort Wayne, Allen County, Indiana, and comprise the real estate owned by Historic Fort Wayne, Inc. and Allen County-Fort Wayne Historical Society, Inc. within the confines of the Fort reconstruction site as shown on "Exhibit A.",)

to the City of Fort Wayne by means of a warranty deed, conveying the title to said real estate free and clear of all liens and encumbrances. Historic Fort Wayne, Inc. will provide abstracts evidencing such title. Historic Fort Wayne, Inc. will make available to the City of Fort Wayne all surveys of said real estate in its possession at the time of closing.

7. Contemporaneously with the transfer of Old Fort Wayne, as described herein to the City of Fort Wayne, the City of Fort Wayne shall let to Historic Fort Wayne, Inc., as concessionaire, the Old Fort Wayne, Visitors Center, and, the Bridge or other means of access between the Visitors Center and Old Fort Wayne, for a period of 10 years but excluding the Parking Area and the Riverbank Park on the west side of the St. Mary's River. Historic Fort Wayne, Inc. shall have the option to renew this concession agreement for a period of 10 years upon 180 days written notice prior to the expiration of the first term.

Historic Fort Wayne, Inc. shall act as such concessionaire under the following terms and conditions:

A. Historic Fort Wayne, Inc. hereby agrees to protect, serve and maintain in good condition all property belonging to the City of Fort Wayne, which is to be used in connection with the operation of the concession hereunder. It is agreed that Historic Fort Wayne, Inc. may purchase maintenance services from the City of Fort Wayne on such terms and conditions as may be agreed upon between the parties.

B. Historic Fort Wayne, Inc. will hire a professional director to manage the project according to standards for programs approved by the City of Fort Wayne and its Park Director. In addition, Historic Fort Wayne,

Inc. agrees, during the period of operation, to employ sufficient and qualified personnel to operate properly Old Fort Wayne.

C. Historic Fort Wayne, Inc. will operate the Fort as concessionaire with control over hours of operation, personnel, method of operation, maintenance and all other areas of operation.

Historic Fort Wayne, Inc. agrees that during the term of this lease and concessionaire agreement, Old Fort Wayne shall be open and operated for the purpose of serving the public from Memorial Day to Labor Day.

The concessionaire may remain open or open up for special occasions throughout the entire year upon notice to the Board of Park Commissioners.

D. Historic Fort Wayne, Inc. shall not assign or otherwise transfer this agreement nor mortgage nor pledge rights thereunder, nor sublet any part of the premises, areas, rooms or buildings subject to this agreement, except with the express written approval of the City of Fort Wayne. Provided that, this entire concessionaire agreement may be assigned by Historic Fort Wayne, Inc. to the Allen County-Fort Wayne Historical Society, Inc.

E. Allen County-Fort Wayne Historical Society, Inc. will provide artifacts necessary for interpretation and exhibit at Old Fort Wayne. Title to said artifacts shall remain in Allen County-Fort Wayne Historical Society, Inc. Said Society agrees that it will not withdraw such artifacts from the site of Old Fort Wayne without good cause and notice.

F. Historic Fort Wayne, Inc. and Allen County-Fort Wayne Historical Society, Inc. will provide all interpretation and benefit of the historical research of each corporation in the operation of the Fort.

G. Historic Fort Wayne, Inc. shall coordinate with the City of Fort Wayne the admission charges to enter Old Fort Wayne. Historic Fort Wayne, Inc. agrees further that it will consult with the City of Fort Wayne in the establishment of any changes to the charges.

In consideration of the premises, Historic Fort Wayne, Inc. agrees to pay to the City of Fort Wayne three percent (3%) of all gross income derived from the operation of Old Fort Wayne. Gross income shall include admission fees as well as sales in shops maintained by Historic Fort Wayne, Inc.

The aforesaid fee shall be due and payable fifteen (15) days after the close of each month.

The City of Fort Wayne agrees that such fee shall be dedicated to amortizing the cost of improvement provided by the City of Fort Wayne and to continued improvement of the Fort and its environs.

H. Historic Fort Wayne, Inc. agrees that a full and true account of all receipts and disbursements shall be kept in a book or set of books prescribed for that purpose by the City of Fort Wayne.

I. Historic Fort Wayne, Inc. agrees to comply strictly with all the laws of the State of Indiana and the City of Fort Wayne in the operation of said concession.

J. The cost of all electric power, telephone, heat and other utilities shall be paid for by Historic Fort Wayne, Inc. when incurred in the operation of said Fort and Visitor's Center.

K. Historic Fort Wayne, Inc. further agrees to provide Workmen's Compensation insurance and see that compensation is paid to employees sustaining injury as the result of their employment at, on or in any structure, devise, apparatus or enclosure or any activity, under, by reason of, or pertinent to this lease and concession agreement in accordance with the provisions of the laws of the State of Indiana.

L. Historic Fort Wayne, Inc. agrees to pay promptly all taxes which may be due and payable by reason of the operation of Old Fort Wayne.

M. Historic Fort Wayne, Inc. agrees to indemnify and save harmless the City of Fort Wayne against and from any and all claims, damages, costs and expenses arising from the management or operation of the concession or from any breach or default on the part of the



concessionaire in the performance of any covenant or agreement to be performed pursuant to the terms of this agreement, or from any act or negligence of the concessionaire, his agents, contractors, servants, licensees, permittees or employees on or at the site of Old Fort Wayne, the parking lot and the Visitor's Center. The concessionaire shall purchase public liability insurance to be effective as of the date of operation of Old Fort Wayne, naming the City of Fort Wayne as the named insured in an amount of \$500,000 for each single injury and \$1,000,000 in the aggregate with \$50,000 property damage, accident, injury or liability resulting from or arising out of the operation or management of the concession. The policy of insurance shall contain a waiver on the part of the insurer of any defense of governmental immunity. The concessionaire shall furnish the City of Fort Wayne a copy of the insurance policy. The City of Fort Wayne retains the right to approve the insurance policy, but such approval will not be unreasonably withheld.

N. It is agreed that as funds are available, Historic Fort Wayne, Inc. shall be allowed to develop other areas in connection with the Fort as contemplated by the projected plans of the architects and consultants; provided, however, the City approves such future development.

HISTORIC FORT WAYNE, INC.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Keith Barker, President

ALLEN COUNTY-FORT WAYNE  
HISTORICAL SOCIETY, INC.

ATTEST:

\_\_\_\_\_  
Kenneth Keller, Secretary

\_\_\_\_\_  
Max E. Hobbs, President

CITY OF FORT WAYNE

By \_\_\_\_\_



# City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Bob Arnold - City Park Board Date 10-9-74  
From Charles W. Westerman - City Clerk  
Subject Appearance before Common Council - October 15, 1974

COPIES TO:

Mayor's Office

RE: BILL NO. R-74-10-12

A RESOLUTION authorizing the City of Fort Wayne to enter into a contract with Historic Fort Wayne, Inc. and Allen County- Fort Wayne Historical Society, Inc., for the construction, development, operation and ownership of "Old Fort Wayne".

Your presence is requested on October 15, 1974, at 7:30 o'clock P.M., Room 124; by the members of the Common Council and John Nuckols, Chairman of the Standing Committee of Regulations, in regard to Bill No. R-74-10-12.

It is also requested that you bring along any materials or information that you may have which will help the Council in its decision regarding the above bill.

Charlie

BIGEST SHEETTITLE OF ORDINANCE "OLD FORT" ORDINANCE Q-74-10-12DEPARTMENT REQUESTING ORDINANCE MAYOR'S OFFICESYNOPSIS OF ORDINANCE AGREEMENT TO DONATE FORT TO  
THE CITY OF FORT WAYNE WITH THE CITY RESPONSIBLE  
FOR PROVIDING PARKING AT THE PRESENT STREET GARAGE  
ON WEST BANK OF ST. MARY'S.EFFECT OF PASSAGE PROVISION OF NECESSARY PRIMARY PARKING  
FOR OLD FORT WAYNE AND ATTRACTIVE DEVELOPMENT OF WEST  
BANK OF ST. MARY'S RIVER IN DOWNTOWNEFFECT OF NON-PASSAGE SERIOUSLY THREATEN THE FORT  
PROJECT.MONEY INVOLVED (Direct Costs, Expenditures, Savings) INVESTMENT OF  
CITY WILL BE SELF LIQUIDATING THROUGH INCREASED  
REVENUE OF PARKING LOT AND FORT CONCESSION FEE.ASSIGNED TO COMMITTEE (J.N.) Regulation